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**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548**

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FILE: B-181340

DATE: July 18, 1974

MATTER OF: Mobile Crushing Company, Inc. P. 3704

DIGEST: Claim for goods and services furnished to agency at verbal order of unauthorized agency official may be allowed on quantum meruit and quantum valebat bases where it is administratively determined that contractor furnished service in good faith and at reasonable price.

Mr. George D. Breitmeier, Authorized Certifying Officer, United States Department of Agriculture, Forest Service, Region 6, Portland, Oregon, by letter (6540), dated March 8, 1974, requested an advance decision on a [claim for work performed without proper authorization by a subcontractor] under a timber sale contract. D 373

The claim arises under the Ivy Straight Timber Sale Contract, No. 02351-5, awarded to Young and Morgan, Inc., on December 23, 1970, by the Willamette National Forest. Sections A9 and A10 of the contract required the timber purchaser to reconstruct the surface of Forest Road No. 111. This reconstruction work was subcontracted to Mobile Crushing Company, Inc. (Mobile). Mobile, in performing the road reconstruction, rocked a 1/2-mile section of Forest Service No. 111 which was not required by the timber sale contract. D 3705  
D 3706

This extra work forms the basis of the claim. Mobile contends it was told to perform the extra rocking by an appropriate agent of the Forest Service. The Forest Service concedes that the direction was given but advises that it constituted a change in the contract requirements which the agent was not authorized to make.

The record shows that Mobile performed road reconstruction work pursuant to verbal orders of an unauthorized Forest Service official. The Forest Service's report to this Office states in part that:

"We believe the Government realized some benefit from the additional work performed by Mobile Crushing Company, Inc. This particular one-mile

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section was planned for later reconstruction in connection with another proposed timber sale. We believe a fair value for this work would be \$3.21/cu. yd. or a total value of \$3,495.69.  
\* \* \*

Although the United States cannot be bound beyond the actual authority conferred upon its agents by statute or regulation, see United States v. Grance, 341 F. 2d 161, 166 (1965), the courts and our Office have recognized that in appropriate circumstances payment may be made for services rendered on a quantum meruit basis (the reasonable value of work or labor), or for goods furnished on a quantum valebat basis (the reasonable value of goods sold and delivered). 40 Comp. Gen. 447, 451 (1961). Before a right to payment under such basis may be recognized, it must be shown that the Government has received a benefit, and that the unauthorized action has been expressly or implicitly ratified by authorized contracting officials of the Government. B-181038, May 16, 1974; B-166439, May 2, 1969.

There is no doubt that the requisites have been met. Accordingly, payment to Mobile of \$3,495.69, the amount determined to be reasonable, may be allowed if otherwise correct. See B-179898, December 11, 1973, and March 11, 1974, and cases cited therein.

*R. F. Kellum*  
Deputy Comptroller General  
of the United States